

MATERIALS LICENSE AGREEMENT

MADE at Philadelphia, Pennsylvania, on this 23rd day of August 2021.

BETWEEN: The Articulate Foundation
 PO Box 30605 (1923 Walnut St)
 Philadelphia, PA 19103

 (“Licensee”)

AND: Robert Rauschenberg Foundation
 381 Lafayette Street
 New York, NY 10003

 (“Licensor”)

WHEREAS Licensor is the owner of the set and costume design in Trisha Brown’s 1983 work *Set and Reset* (“Licensed Content”).

AND WHEREAS the Licensee wishes to acquire a non-exclusive license to use the Licensed Content in relation with the production, exploitation, and promotion of a production entitled “Articulate with Jim Cotter” (the “Production”), upon the terms and conditions described below.

THE PARTIES HEREBY AGREE TO THE FOLLOWING:

GRANT OF RIGHTS: Licensor hereby grants to Licensee, a non-exclusive license to:
 a) use the Licensed Content in the Production
 1) for the following term: perpetuity
 2) in the following territory: worldwide
 3) in the following media: all; and
 b) permit others to cause the telecast, broadcast,
 transmission, exhibition, or distribution of the
 Production embodying or including the Licensed
 Content to the same extent permitted to the Licensee.

CREDIT: Licensee will give Licensor credit in the end credits of the
 Production in substantially the follow form: Courtesy Robert
 Rauschenberg Foundation

LIMITATIONS OF RIGHTS: Licensor reserves all rights and uses in and to the Licensed
 Content except the limited use expressly licensed hereunder.

REPRESENTATIONS: Licensor represents and warrants that it has full rights to grant
 Licensee any and all of the rights granted to Licensee hereunder.

GENERAL PROVISIONS Licensor will defend, indemnify, and hold harmless Licensee,
 and its employees, agents, successors, licensees, and assigns
 from and against any and all claims, actions, damages and losses,
 liabilities and expenses, including reasonable attorneys’ fees,
 arising out of or caused by (i) the breach of any of the

representations or warranties made by Licensor hereunder, (ii) any claim that the Licensed Content contains any libelous or slanderous material, or infringes or misappropriates any patent, copyright, trade secret, trademark, or any other proprietary right of any third party.

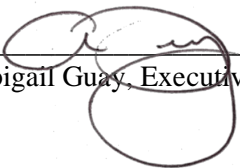
This Agreement contains the entire agreement between the parties hereto with respect to the Licensed Content and supersedes all prior agreements and understandings relating thereto.

This Agreement and the rights and obligations of the Parties hereto shall not be assigned by either party without the prior written consent of the other party hereto, which shall not be unreasonably withheld; provided, however, that any successor to either party, whether by merger, purchase of substantially all of its assets, reorganization, or otherwise, shall succeed to such party's rights and be bound by such party's obligations hereunder.

This Agreement is subject to the laws of the Commonwealth of Pennsylvania.


Acknowledged and agreed by the Parties hereto:

FOR LICENSOR:



Abigail Guay, Executive Director

FOR LICENSEE:



Signed
Francine Snyder, Director of Archives

Name, Title